AGN. NO.	
----------	--

## MOTION BY SUPERVISOR YVONNE B. BURKE

# **NOVEMBER 18, 2008**

Constructed more than 40 years ago, the demands on the County Public Library in unincorporated East Rancho Dominguez have long outgrown the capacity of the current facility, and the building is in dire need of significant improvements that may not be cost-effective to pursue. The Library is on a month-to-month lease in a building that is less than 5,000 square feet, lacks adequate parking, and contains outdated technology.

Alternatively, a suitable property has been identified for purchase and construction of a new library. The proposed site is centrally located on Atlantic Avenue, across the street from the East Rancho Dominguez Park and the Community and Senior Center and will adequately support a new Library which will contribute to the existing hub of vital County services and will enhance the revitalization efforts occurring within this community.

The proposed 7,000-square-foot library will be 40 percent larger than the current space, will allow for better space planning, improved accessibility for the disabled, and substantial parking to meet Regional Planning and customer service requirements. Moreover, the Library will be designed to be highly energy efficient and contain sustainable design features. It will be healthy, stimulating, and attractive: all elements

-MORE-

	<u>MOTION</u>
MOLINA	
YAROSLAVSKY	
KNABE	
ANTONOVICH	
BURKE	

# MOTION BY SUPERVISOR YVONNE B. BURKE NOVEMBER 18, 2008 PAGE TWO

that encourage a progressive and motivational learning environment. Since this high performance building will utilize a hybrid of modular and traditional methods of construction and design, construction costs are expected to be relatively low, and there is sufficient funding within the Library Department's budget to support the associated ongoing operations and maintenance costs.

# I, THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

Direct the Department of Public Works and the Chief Executive Office to work in coordination with the Public Library Department to:

- 1. Approve and instruct the Chair of the Board to execute the attached Option to Purchase Agreement (Option) by and between John E. Tait and Elouise Tait Family Trust and the County of Los Angeles (County) for real property (Property), comprised of approximately 20,709 square feet of land and 3,024 square feet of improvements located at 15305-15311 South Atlantic Avenue, Compton, which shall include, without limitation, the following terms:
  - (a) An option term of 210 days (Option Term), allowing for the Department of Public Works to conduct due diligence and develop CEQA studies of the Property for its proposed use as a County Public Library;
  - (b) The payment of a non-refundable option price of \$25,000 (Option Price) for removing the Property from the open market;
  - (c) A proposed purchase price of \$894,000 for the Property, which will be paid within 60 days after the expiration of the Option Term, if and when the County elects to approve and exercise its option to purchase the Property; and
  - (d) Authorize and instruct the Chief Executive Officer to process the payment of the Option Price and any other required documentation related to this Option.

# MOTION BY SUPERVISOR YVONNE B. BURKE NOVEMBER 18, 2008 PAGE THREE

- Establish and Approve Capital Project No. 77600 with a budget of \$7,130,000, for the purchase of the property and construction of a new 7,000-square-foot library, subject to the completion of environmental investigations and satisfactory documentation that establishes the feasibility of the project.
- 3. Approve the attached appropriation adjustment to transfer \$900,000 from Second District Prop 62 Savings currently appropriated in the Public Library Operating Budget, \$471,000 from Second District Prior Year Prop 62 Savings appropriated in Project and Facility Development Budget, and \$3,000,000 from Executive Office Second District Community Programs and \$2,759,000 from CEO Second District Provisional Financing Uses to Capital Project No. 77600 in the Capital Projects/Refurbishments budget to fully fund the proposed project.

#####

S:/smohamedy/2008/Karly Katona/ Motion 2008/ "East Rancho Library Motion" 11/18/08

# OPTION AGREEMENT FOR TRANSFER OF REAL PROPERTY BY AND BETWEEN JOHN E. TAIT AND ELOUISE TAIT FAMILY TRUST AND THE COUNTY OF LOS ANGELES

This	Option	Agreement	("Agreen	nent") is	made	and	entered	into	this		day	of
		2008,	by and	betweer	the J	ohn E	. Tait a	and El	ouise -	Tait	Fam	ily
Trust	t, (the "C	Owner"), and	the COU	NTY OF	LOS A	NGEL	ES, a bo	ody co	rporate	and	polit	tic
(the '	'County'	').										

#### RECITALS:

- A. The John E. Tait and Elouise Tait Family Trust is the owner of that certain real property located at 15305-15311 South Atlantic Avenue, Compton, County of Los Angeles, State of California, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property");
- B. The Property is comprised of approximately 20,709 square feet of land, a 3,024 square foot structure, appurtenant parking, all easements and interests appurtenant thereto, and all intangible property owned or held in connection with the Property, including without limitation, development rights, governmental approvals and land entitlements;
- C. The County desires to acquire the Property for use as a County Public Library, Owner is willing to grant the County an option to acquire the Property in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

# Option Agreement.

- 1.1 Option. This Agreement shall constitute an option granting the County the exclusive right to acquire the Property, subject to the terms and conditions contained herein, for the period set forth herein (the "Option").
- Option Term. This Option shall be exercisable by the County during a term commencing from the date of the execution of this Agreement, and terminating within two hundred ten (210) days from the Agreement's execution by County ("the Option Term").
- 1.3 Option Price. In consideration of Owner granting the Option, the County agrees to pay a non-refundable amount of Twenty Five Thousand Dollars (\$25,000) (the "Option Price") within thirty (30) days of approval of this Agreement directly to the Owner. Said Option Price shall not apply towards the purchase price as defined in Section 1.7. The Owner represents that a portion of the Option Price shall be used to relocate playground equipment and other related property

(Personal Property) located on the Property. All Personal Property shall be removed, at Owner's cost within sixty (60) days of approval of this Agreement.

- No Further Encumbrance of Property. The Owner hereby agrees that it shall not encumber the Property with any leasehold interest, tenancy or occupancy, and further agrees not to amend, extend, renew, or permit the holdover of any existing leasehold interests, tenancies or occupancies of the Property or to cause, or acquiesce to, any further liens or encumbrances or otherwise alter the condition of title, during the Option Term. As of December 1, 2008, the Owner shall ensure that the Property is unencumbered by any leasehold interest, tenancy or occupancy, and shall maintain the Property in that condition to and until the end of the Option Term or any extension thereof or the Closing, as set forth in Section 3.8, below, whichever occurs first.
- 1.5 Right of Entry. Owner hereby also grants to the County, its agents and employees the right to enter upon the Property during the Option Term for the purpose of conducting engineering surveys, soil tests, entitlement processes and any studies/reports to determine the Property's suitability for the intended or contemplated use by County and for any other reasonable purpose.
- 1.6 <u>Exercise of Option</u>. Upon County's election to exercise the exclusive Option to acquire said Property, the parties hereto, pursuant to Government Code and other applicable law, will effectuate the acquisition of the Property in accordance with the terms and conditions of this Agreement.
- 1.7 <u>Purchase Price</u>. Upon County's exercise of its Option, the purchase price ("Purchase Price") for the Property shall be EIGHT HUNDRED NINETY FOUR THOUSAND DOLLARS (\$894,000).
- 1.8 <u>Contingencies</u>. County's exercise of its Option is subject to the following conditions:
  - 1.8.1 Approval of this Agreement by the County;
  - 1.8.2 The Board of Supervisors adopting or ratifying a Resolution of Notice of Intention to Purchase the Property; and
  - 1.8.3 The Board of Supervisors approving the purchase of the Property.
- 1.9 <u>Manner of Exercise of Option</u>. Provided County is not in default hereunder and the conditions set forth in Section 1.7 of this Agreement have been satisfied, County may exercise its Option to acquire the Property by delivering written notice from the County's Chief Executive Office (the "CEO") (pursuant to Section 5 hereof) to Owner prior to the expiration of the Option Term.
- 1.10 <u>Voluntary Termination</u>. County may terminate this Agreement, by written notice to Owner, prior to the expiration of the Option Term if it determines, in its sole discretion, that the Property is not suitable for the County's intended or

contemplated use. Upon such notice, the Option shall terminate and all rights of County in said Property shall then and there cease.

# Condition of Property.

2.1 "As Is" Purchase. The County acknowledges that the Property is being purchased, "as is," solely in reliance on County's own investigation of the Property and the improvements thereon and that no representations or warranties of any kind whatsoever, expressed or implied, have been made with respect to the Property by the Owner.

# Transfer of Property Interest.

- 3.1 <u>Escrow.</u> Upon County's exercise of its Option, the parties shall open an escrow (the "Escrow") with Chicago Title Company, 700 South Flower Street, Suite 800, Los Angeles, CA 90017, Attention: Ms. Lizeth Villalobos, (the "Escrow Holder"), and this Agreement shall constitute the basic escrow instructions for the purpose of consummating the transaction contemplated by this Agreement. Escrow Holder is authorized to:
  - (i) pay, and charge Owner, for any delinquent taxes, penalties and interest thereon, and for any delinquent or nondeliquent assessments or bonds against the Property, except those which title is to be taken subject to and in accordance with the terms of this Agreement; (ii) pay, and charge Owner, for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement; including title insurance, documentary transfer tax (if necessary), one-half (1/2) of the escrow fees; (iii) pay and charge the County for one-half (1/2) of the escrow fees; (iv) prorate all real property taxes which are a lien and/or unpaid as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct Owner's portion from its proceeds. The tax amount withheld will be made payable to the County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by the Owner shall not be prorated, but the Owner shall have the sole right after Closing, to apply to the Los Angeles County Treasurer refund for the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7; and (v) when conditions of Escrow have been fulfilled by the Owner and County, (a) record documents of conveyance; (b) disburse the Purchase Price to Owner, less its prorations and expenses; (c) deliver copies of the Escrow closing statements to both parties; and (d) deliver any items or documents given to Escrow Holder to hold for both parties.

- 3.2 <u>Execution of Additional Escrow Documents</u>. The parties shall execute and deliver to Escrow Holder, within two (2) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise.
- 3.3 <u>Form of Grant Deed</u>. Fee simple absolute title to the Property shall be conveyed by Owner to County by a grant deed substantially similar to the form attached hereto as Exhibit "B", subject to only matters approved in writing by County pursuant to Section 3.4 of this Agreement.
- Condition of Title to Transfer Property. The Owner shall cause the 3.4 conveyance of good and marketable fee simple absolute title to the Property to the County, as evidenced by a C. L. T. A. Standard Coverage Form Policy of Title Insurance ("Title Policy"), issued by Chicago Title Company, 700 South Flower Street, Suite 800, Los Angeles, CA 90017, in an amount equal to the value of the Purchase Price. The Title Policy shall show as exceptions only matters approved in writing by the County. The warranties of title are intended to survive the Closing. Prior to the Closing, the Owner shall use reasonable efforts to remove from title any items disapproved by the County. If the item cannot be removed, said item may be eliminated by any feasible method that is acceptable to the County. If the County does not approve a method of removing any disapproved exceptions for any reason, the County, as its sole and exclusive remedy, may (i) waive this condition and proceed with this transaction, or (ii) terminate this Agreement and neither party shall have any further liability to the other.
- 3.5 <u>County's Conditions to Closing</u>. County's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Owner's delivery of the grant deed to Escrow Holder; (ii) Owner's representations, warranties and covenants being true and correct as of Closing; and (iii) Title Company's irrevocable commitment to issue the Title Policy. Upon non-satisfaction of any one of the above conditions, County shall allow Owner an opportunity to cure by any reasonable method; if the Owner fails to cure, County may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If County does not object to Owner's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.
- 3.6 Owner's Conditions to Closing. Owner's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) the Board of Supervisors adopting or ratifying a Resolution of Notice of Intention to Purchase the Property; (ii) the Board of Supervisors approving the purchase of the

Property; (iii) County's deposit of the Purchase Price into Escrow no later than two (2) business days prior to the close of escrow; and (iv) County's representations, warranties and covenants being true and correct as of the Closing. Upon non-satisfaction of any one of the above conditions, Owner shall allow County a reasonable opportunity to cure by any reasonable method; if County fails to cure, Owner may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Owner does not object to County's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

- 3.7 Loss by Fire or Other Casualty. Owner shall maintain fire and casualty insurance on the Property in full force until Closing. In the event that, prior to Closing, the Property or any part thereof, is destroyed or damaged, the County, at its option, may instead elect to terminate this Agreement, and thereafter, neither party shall have any further obligations pursuant to this Agreement. If County elects to accept the Property in its then condition, all proceeds of insurance paid or payable to Owner by reason of such damage or destruction shall be paid or assigned to County.
- 3.8 <u>Closing</u>. For purposes of this Agreement, the "Closing" shall be defined as the recordation of the grant deed in the Official Records. The parties agree to use their best efforts to effect the Closing no later than sixty (60) days following the County's exercise of its Option. The parties may agree in writing to extend the Closing beyond that date, if such an extension appears to either party to be necessary and both parties agree to such extension.

## 4. Possession.

- 4.1 <u>County's Possession</u>. County shall be entitled to possession of the Property as of the Closing. The Tait Family Trust shall provide County with any keys or other means necessary to operate all locks and alarms associated with securing the improvements on the Property.
  - 4.1.1 Owner agrees to deliver the Property in a vacant condition, without any tenancy rights encumbering it, upon the Closing.
  - 4.1.2 Owner agrees to terminate all property management agreements, listing agreements and maintenance agreements, if any, relating to the Property prior to Closing.
- 5. <u>Notices</u>. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To County:

County of Los Angeles, Chief Executive Office

Real Estate Division, Property Management Section

222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Chris Montana

With a Copy to:

County of Los Angeles, Office of County Counsel

Room 652 Kenneth Hahn Hall of Administration

500 West Temple Street Los Angeles, California 90012 Attention: Amy Caves, Esq.

To Owner:

Attn: John E. Tait and Elouise Tait

3726 Groves Place

Somis, California 93066-9715

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

- 6. <u>Brokers</u>. The Owner represents and warrants to County that no broker has been engaged by it in connection with the transaction contemplated by this Agreement.
- 7. <u>Assignment</u>. The Owner shall have the right to assign its interest in the Property prior to the close of escrow, to a non-profit 501(c)3 entity, Children's "R" Us, without first obtaining County's prior consent, provided however, that no such assignment shall relieve Owner of any liability under this Agreement. The conveyance to the non-profit entity shall only occur if said entity is in good legal standing with the State of California.
- 8. Representations and Warranties of the Parties. In consideration for entering into this Agreement and as an inducement to the transaction contemplated herein, each of the parties hereto makes the following representations and warranties, each of which is material and is being relied upon by the other and the truth and accuracy of which shall constitute a condition precedent to each parties' obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.
  - 8.1 <u>Power</u>. Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.
  - 8.2 <u>Requisite Action</u>. All requisite action has been taken by each party in connection with entering into this Agreement and the instruments referenced herein and, by the Closing, all such necessary action will have been taken to

authorize the consummation of the transactions contemplated by this Agreement. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for each party to consummate the transactions contemplated by this Agreement.

- 8.3 <u>Individual Authority</u>. The individuals on behalf of each party executing this Agreement and the instruments referenced herein, have the legal power, right and actual authority to bind their respective party to the terms and conditions hereof and thereof.
- 8.4 <u>Validity</u>. This Agreement and all documents required hereby to be executed by each party are and shall be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

# 9. <u>Indemnification</u>.

- 9.1 County shall defend, indemnify, and hold Owner free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising from the negligence or willful misconduct of the County or its officers, employees or agents relating to the performance of its obligations under the terms of this Agreement.
- 9.2 The Owner shall defend, indemnify, and hold County and County's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising from the negligence or willful misconduct of the Tait Family Trust or its officers, employees or agents relating to the performance of its obligations under the terms of this Agreement.
- 9.3 The indemnity provided each party by this section shall survive the Closing.

# 10. General Provisions.

10.1 <u>Delegation of Authority</u>. The County hereby delegates to its Chief Executive Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

- 10.2 <u>Survival of Covenants</u>. The covenants, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the grant deed conveying the Property.
- 10.3 <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Owner and County.
- 10.4 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.
- 10.5 <u>California Law</u>. This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the laws thereof.
- 10.6 <u>Waivers</u>. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
- 10.7 <u>Captions</u>. The section and paragraph numbers and captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement nor in any way affect this Agreement.
- 10.8 <u>Interpretation</u>. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
- 10.9 <u>Severability</u>. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement; provided that the remaining Agreement can be enforced reasonably and equitably.
- 10.10 <u>Binding Effect</u>. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.
- 10.11 No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any

interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

10.12 <u>Assistance of Counsel</u>. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

/ / SIGNATURE PAGE FOLLOWS / / /

76815

IN WITNESS WHEREOF, County, by order of its Board of Supervisors, has executed this Agreement or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Chief Executive Office thereof, and the John E. Tait and Elouise Tait Family Trust has caused this Agreement to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

JOHN E. TAIT AND ELOUISE TAIT FAMILY TRUST

By:

By: Cloured out

# ATTEST:

SACHI A. HAMAI

Executive Officer - Clerk of the

Board of Supervisors

By:

Deputy

# APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By:

Senior Deputy County Counsel

COUNTY OF LOS ANGELES

Char, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI Executive Officer

Clerk of the Board of Supervisors

Deputy

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

■02 ~ m ~ NOV 1 8 2008

SACHI A. HAMAI EXECUTIVE OFFICER

#### **COUNTY OF LOS ANGELES**

## MOTION BY SUPERVISOR YVONNE B. BURKE-NOVEMBER 18, 2008 EAST RANCHO DOMINGUEZ LIBRARY-CAPITAL PROJECT #77600 FISCAL YEAR 2008-09

#### SOURCES

#### PUBLIC LIBRARY

Services and Supplies B06-PL-2000-41200 \$900,000

#### PROJECT & FACILITY DEVELOPMENT

A01-ČF-2000-10190 Services & Supplies \$471,000

#### √ PROVISIONAL FINANCING USES-VARIOUS

Services and Supplies A01-CB-2000-13749-13760 \$2,759,000

#### BOARD OF SUPERVISORS

Services and Supplies A01-BS-2000-10010 \$3,000,000

#### PUBLIC LIBRARY

East Rancho Dominguez Library (2) A01-CP-96-9919-65044-77600 Rev: Operating Transfers In/CP \$900,000

\$8,030,000

## USES

#### PUBLIC LIBRARY

East Rancho Dominguez Library (2) A01-CP-6007-65044-77600 Land Acquisition \$900,000

NEW

#### PUBLIC LIBRARY

East Rancho Dominguez Library (2) A01-CP-6014-65044-77600 Fixed Assets-Building and Improvements \$6,230,000

#### PUBLIC LIBRARY

Operating Transfers Out B06-PL-6100-41200 \$900,000

\$8,030,000



02" MOV 18 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

BA # 066 Koun Sulaine 11/12/08

# **EXHIBIT LIST**

Exhibit "A" Legal Description

Exhibit "B" Grant Deed Form

# EXHIBIT "A" LEGAL DESCRIPTION

# EXHIBIT "B"

# **GRANT DEED FORM**

	ORDING REQUESTED BY						
WHE	EN RECORDED MAIL TO:						
222 S Los /	nty of Los Angeles South Hill Street, 3rd Floor Angeles, CA 90012 Ition: Chris Montana						
			Space above this tine for Recorders use				
	OCUMENT IS EXEMPT FROM DOCUMENTARY TRANS JANT TO SECTION 11922 OF THE REVENUE & TAXATI		ASSESSOR'S IDENTIFICATION NUMBER 6180-015-016 & 017				
	OCUMENT IS EXEMPT FROM RECORDING FEES PUR ON 27383 OF THE GOVERNMENT CODE	SUANT TO					
	GRAN	T DEED					
does body real Calif	FOR A VALUABLE CONSIDERATION E. TAIT AND ELOUISE TAIT FAMILY hereby grant to the COUNTY OF LOw corporate and politic, all of the Grant property in the unincorporated territorinia, legally described in Exhibit "A", reference.	MILY TRI S ANGEL tor's right tory of the	UST, (hereinafter called "Grantor" LES, (hereinafter called "County") as, title and interests to that certain County of Los Angeles, State o				
SUB	JECT TO:						
1.	<ol> <li>All taxes, penalties and assessments of record, if any.</li> </ol>						
2.	Covenants, conditions, restrictions, r of-way, if any.	eservatio	ns, easements, rights, and rights-				
Date	d						
			I E. TAIT AND ELOUISE TAIT LY TRUST				

By\_\_\_\_\_

#### COUNTY OF LOS ANGELES

## REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S.

No.

060

DEPARTMENT OF CHIEF EXECUTIVE OFFICE

NOVEMBER 18 2008

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2008-09 4 - VOTES

SOURCES

**USES** 

SEE ATTACHED DETAILS

SEE ATTACHED DETAILS

SUMMARY TOTAL: \$8,030,000

SUMMARY TOTAL: \$8,030,000

# JUSTIFICATION

Reflects the transer of funds from various sources to Capital Project for the purchase and construction of a new East Rancho Dominguez Library.

Manager CEO

CHIEF EXECUTIVE OFFICER'S REPORT

"NOV 1 8 2008

EXECUTIVE OFFICER

REFERRED TO THE CHIEF

ACTION

AS REVISED

EXECUTIVE OFFICER FOR -

RECOMMENDATION

AUDITOR-CONTROLLER

APPROVED (AS REVISED): BOARD OF SUPERVISORS

APPROVED AS REQUESTED

20

BY DEPUTY COUNTY CLERK